

Export-Import Bank of the United States
Single Buyer Export Credit Insurance Policy (ESS/ESSP)
Enhanced Assignment of Policy Proceeds
For Qualified Small Businesses Only

A. General Information:

Policy No. _____ Policy Period: from: _____ to: _____

Insured: _____

Buyer: _____

Assignee: _____

Maximum Amount Payable to Assignee: \$ _____

B. Agreements of Assignee. The Assignee agrees with Ex-Im Bank:

1. To provide financing on receivables submitted by the Insured that arise from shipments within the Policy period. Financing provided prior to shipment will not be entitled to the benefits of this Agreement unless and until shipment occurs.
2. To obtain originals or copies of:
 - (a) Buyer's executed purchase order, pro forma invoice, or contract of sale for covered shipments;
 - (b) The Insured's commercial invoice for covered shipments;
 - (c) A bill of lading identifying the Insured and the Buyer and evidencing the export of the covered shipments; and
 - (d) Insured's notice to Buyer to make payments directly to Assignee or Insured's account with Assignee.
3. Not to reschedule or accelerate the payment due date of any receivable financed under this Agreement;
4. Upon Ex-Im Bank's payment under this Agreement, assign to Ex-Im Bank all rights, title and interest, including security interests and guarantees, if any, in any defaulted financed receivable and deliver to Ex-Im Bank a copy of all documentation relating to the defaulted financed receivable giving rise to payment.
5. Cooperate with Ex-Im Bank in minimizing losses and effecting recoveries, including, providing Ex-Im Bank with all information reasonably requested, making written demand for payment and, at Ex-Im Bank's expense, initiating legal action.

C. Enhanced Payment Benefits. Ex-Im Bank agrees:

1. To pay, regardless of the Insured's performance under the Policy, losses incurred as a result of a defaulted financed receivable; provided:
 - (a) Such default has continued for at least 90 days after the due date;
 - (b) A full and accurate claim is made by the Insured as required by the Policy or if the Insured is unwilling or unable to file such a claim, the Assignee does so within 270 days from the due date of the defaulted financed receivable;
 - (c) The Assignee has complied with all of its obligations under this Agreement.
2. If in Ex-Im Bank's sole discretion, it determines that the Insured has complied with the terms of the Policy, amounts payable under the Policy will be made jointly to the Assignee and the Insured; otherwise, amounts payable under the Policy and this Agreement will be made solely to the Assignee. In the event that Ex-Im Bank pays the Assignee and the Insured jointly, Ex-Im Bank will not be a party to discussions or decisions regarding the distribution of those funds.

D. The amount paid by Ex-Im Bank will be:

1. **Insured has complied with the Policy:** The amount payable under the Policy;
- or
2. **Insured has not complied with the Policy:** The outstanding amount financed, not to exceed 90% of the Insured's receivable(s);
- plus
3. 90% of the accrued and unpaid interest to the date of claim payment at the Assignee's contract rate on the amount payable under D.1 or D.2.
 4. Interest payable as set forth above does not include any penalty or late interest amounts.
 5. No payment will be made under D.2 of this Agreement with respect to any financed receivable funded by a working capital guarantee from Ex-Im Bank or the United States Small Business Administration.

E. General Conditions:

- | | | | | | |
|----------------------------------|--------------------|-------------------|---------------------------------|--------------------|-------------------|
| _____
(Assignee Company Name) | | | _____
(Insured Company Name) | | |
| By: _____
(Signature) | | | By: _____
(Signature) | | |
| _____
(Printed Name) | | | _____
(Printed Name) | | |
| Title: _____ | | | Title: _____ | | |
| Address: _____

_____ | | | Address: _____

_____ | | |
| _____
(Phone No.) | _____
(Fax No.) | _____
(E-mail) | _____
(Phone No.) | _____
(Fax No.) | _____
(E-mail) |

For Export-Import Bank of the United States: _____
 (Signature) (Effective Date)

 (Printed Name) (Title)

Assignee do you wish to be added to Ex-Im's Assignee Referral List as a prospective assignee for other Insureds. ☐ Yes; ☐ No

(Print: Contact Name)_____		(Signature)_____	
(Title)_____	(Phone No.)_____	(Fax)_____	(Website)_____

Send form to: Export Import Bank, Insurance Division, 811 Vermont Avenue, NW, Washington, DC 20571
For information call (202) 565-3630 or 1-800-565-EXIM, Fax (202) 565-3675, or Internet <http://www.exim.gov>